## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI85431

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent		03/11/2024	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Company Name:	FMC TECHNOLOGIES, INC.
Street Address:	One Subsea Lane
City:	Houston
State/Country:	TEXAS
Postal Code:	77044
Entity Type:	Corporation: DELAWARE
Company Name:	CONTROL SYSTEMS INTERNATIONAL, INC.
Street Address:	One Subsea Lane
City:	Houston
State/Country:	TEXAS
Postal Code:	77044
Entity Type:	Corporation: KANSAS

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4473670	INVALCO
Registration Number:	1286929	ACCULOAD
Registration Number:	1458106	FUEL-FACS
Registration Number:	2442482	FUEL-FACS+
Registration Number:	4051631	FUEL FACS+
Registration Number:	3167867	SENING
Registration Number:	3210290	SMITH METER
Registration Number:	1499340	VXL
Registration Number:	6975906	TRUCKEYE

### **CORRESPONDENCE DATA**

Fax Number: 7043311159

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 008365 FRAME: 0951

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** (704)331-1000

**Email:** pto tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com

Correspondent Name: John Slaughter

Address Line 1: Moore & Van Allen PLLC

**Address Line 2:** 100 North Tryon Street, Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	036760.000377
NAME OF SUBMITTER:	Mary Zaldivar
SIGNATURE:	Mary Zaldivar
DATE SIGNED:	03/12/2024

### **Total Attachments: 4**

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## NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Partial Termination and Release"), effective as of March 11, 2024, is made by JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent"), in favor of FMC TECHNOLOGIES, INC., a Delaware corporation, and CONTROL SYSTEMS INTERNATIONAL, INC., a Kansas corporation (together, the "Grantors" and each a "Grantor").

### WITNESSETH:

WHEREAS, pursuant to (a) the Credit Agreement dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to that certain Fifth Amendment to the Credit Agreement dated as of April 24, 2023, the "Credit Agreement"), among TECHNIPFMC PLC, a public limited company incorporated under the laws of England and Wales (the "Company"), FMC TECHNOLOGIES, INC., a Delaware corporation (the "U.S. Borrower"), TECHNIPFMC FINANCE LIMITED, a private company limited by shares organized under the laws of England and Wales ("FinanceCo", and, together with the Company and the U.S. Borrower, the "Borrowers"), the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, (b) the Security Agreement dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the U.S. Borrower, the Grantors from time to time party thereto and JPMCB, as Administrative Agent, and (c) that certain Trademark Security Agreement, dated as of June 23, 2023 (the "Trademark Security Agreement") between the Grantors and the Administrative Agent, as security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, granted to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks listed on Schedule I thereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 3, 2023 at Reel/Frame No. 8121/0788;

WHEREAS, the Trademark Collateral included, among other things, the Trademarks of the Grantors listed on <u>Schedule A</u> attached hereto (the "<u>Released Trademark Collateral</u>");

WHEREAS, the Grantors have requested, and the Administrative Agent has agreed to provide this Partial Termination and Release in order to terminate and release its Security Interest solely in the Released Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms of this Partial Termination and Release, the Administrative Agent hereby agrees as follows:

- SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Partial Termination and Release, mutatis mutandis.
- SECTION 2. Release of Security Interest in Released Trademark Collateral. The Administrative Agent, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels all of its Security Interest in the Released Trademark Collateral arising under the Trademark Security Agreement and the Security Agreement, as applicable. If and to the extent the Administrative Agent has acquired any right, title or interest in the Released Trademark Collateral under the Trademark Security Agreement or the Security Agreement, as applicable, the Administrative Agent hereby re-transfers, reconveys and re-assigns such right, title or interest to the applicable Grantor.
- SECTION 3. <u>Partial Release</u>. This Partial Termination and Release is applicable only and solely with respect to the Released Trademark Collateral and no other Trademark Collateral arising under the Trademark Security Agreement or the Security Agreement. Except as expressly modified hereby, the Trademark Security Agreement and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.
- SECTION 4. <u>Recordation</u>. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Partial Termination and Release.
- SECTION 5. Governing Law. THIS PARTIAL TERMINATION AND RELEASE, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PARTIAL TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized representatives as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:<u>//</u>\_\_\_\_

Name: Umar Hassan Title: Authorized Officer

[Signature Page - Notice of Partial Termination and Release of Security Interest in Trademark Rights (RCF)]

### **SCHEDULE A**

to

# NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

### **Trademarks**

Mark	App Number	App Date	Reg. Date	Reg . number	Owner
INVALCO	85790912	11/29/2012	01/28/2014	4473670	FMC Technologies, Inc.
ACCULOAD	73400159	10/18/1982	07/24/1984	1286929	FMC Technologies, Inc.
FUEL-FACS	73645151	02/17/1987	09/22/1987	1458106	Control Systems International, Inc.
FUEL-FACS+	75921417	02/17/1987	04/10/2001	2442482	Control Systems International, Inc.
FUEL-FACS+ (Stylized)	85073120	06/28/2010	11/08/2011	4051631	Control Systems International, Inc.
SENING	78675892	07/22/2005	11/07/2006	3167867	FMC Technologies, Inc.
SMITH METER	78655282	06/21/2005	02/20/2007	3210290	FMC Technologies, Inc.
VXL	<sup>1</sup> 73695764	11/16/1987	08/09/1988	1499340	Control Systems International, Inc.
TRUCKEYE	97077009	10/15/2021	02/07/2023	6975906	FMC Technologies, Inc.

The application number was incorrectly listed as 695764 on Schedule I to the Trademark Security Agreement.

TRADEMARK REEL: 008365 FRAME: 0956

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RECORDED: 03/12/2024